

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300 72201-3966  
P. O. Box 2940 72203-2940  
Little Rock, Arkansas  
501-324-9316

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE  
PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE  
PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES  
ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS  
THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE  
OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR  
BID.

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BUYER: CURTIS GATEWOOD	CONTRACT/BID NO.: SP-03-0430
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DESCRIPTION: PAPER TOWELS/BATHROOM TISSUE  
CONTRACT PERIOD: JUNE 18, 2003 –JUNE 30, 2004  
CONTRACT VALUE: \$627,443.89 (ESTIMATED)  
COMMODITY CLASS(ES): 64000  
PURCHASE REQUEST NO.: N/A  
AGENCY CONTACT/PHONE: ALL STATE  
DELIVERY REQUIREMENTS: 14 DAYS ARO

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE  
SPECIFIED.

INVOICE TO:AS SPECIFIED ON AGENCY PURCHASE ORDER	DELIVER TO: AS SPECIFIED ON AGENCY PURCHASE ORDER
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CONTRACT AWARD TO:

SEE PAGE 2

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY:\_\_\_\_\_ DATE:\_\_\_\_\_

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AWARDED VENDORS

ZONES 1,2,3,&5  
UNISOURCE WORLDWIDE  
5800 LINDSEY RD.  
LITTLE ROCK, AR 72206  
ATTN: MR. JON STANTON  
PHONE:501-490-1200  
FAX:501-490-2502  
FED. I D #: 13-5369500  
E-MAIL ADDRESS: STANTJ02@UNISOURCELINK.COM

ZONE 4  
AMERICAN PAPER & TWINE  
10600 COLONEL GLENN RD.  
SUITE 800  
LITTLE ROCK, AR 72204  
ATTN: MS MELISSA FELTNER  
PHONE: 501-224-1555  
FAX: 501-224-1599  
FED. I D# 62-0539002  
E-MAIL ADDRESS: MFELTNER@APTCOMMERCE.COM

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DELIVERY:

Agency requests delivery within 14 days after receipt of order. If this delivery schedule cannot be met, bidder must state number of days required to place commodity in ordering agency's designated location. Failure to state delivery time obligates bidder to complete delivery by agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

Delivery \_\_\_\_ 14 \_\_\_\_ days after receipt of order.

CURRENCY: All bid and proposal pricing and cost must be listed in United States dollars and cents.

LANGUAGE: Bids and proposals will only be accepted in the English language.

ALTERATION OF ORIGINAL RFQ/RFP Documents:

The original written or electronic language of the RFQ/RFP shall not be changed or altered except by approved written addendum issued by the Office of State Procurement.

This does not eliminate an Offeror from taking exception(s) to these documents, but does clarify that the Offeror cannot change the original documents written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offerors/Contractors submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offerors response may be declared as "non-responsible" and the response shall not be considered.

SPECIAL INSTRUCTIONS TO BIDDERS

PURPOSE

The purpose of this bid is to establish a one year contract for the purchase of toilet tissue and paper towels by the agencies within the State of Arkansas and any other state agency that may develop a need.

NOTE: See Small Agency Exemption on next page.

SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms

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and conditions listed within the Invitation for Bid must be equally applied to such participants.

SPECIFICATIONS

Specifications for commodities listed herein are based on minimum requirements. Therefore, vendors are encouraged to offer bids on all available items that either meet or exceed stated minimum. There is a revised standard specification for paper towels, 640-75-B-JW dated June 30, 1996. The standard specifications for toilet tissue and paper towels must be complied with for this proposal. The major change in the specification is that under Type I, the minimum size of shorter side of the towel is 8" and 9 1/8" and area is 80 and 94 sq. inches instead of the old 9 1/8" and 100 sq. inches minimum. If you would like a copy please contact me: Curtis Gatewood, Office of State Procurement, Phone# 501-324-9320.

QUANTITIES

Quantities shown in the Invitation for Bid reflect summary information from the previous contract. The number of months usage for each zone is stated at bottom of pricing page for each zone. The actual usage for this contract period could be more or less as the State requires.

MINIMUM ORDERS

The minimum order from this contract shall be \$200.00. The order may consist of any assortment of items awarded to the contractor but shall require only one delivery point. When the original order satisfies minimum requirements but only partial shipment is made, there shall be no freight charge for subsequent shipments. No broken cases shall be ordered.

MINIMUM BASIS WEIGHT

The minimum basis weight for all paper towels shall be 25 lb. per 500 sheets as indicated in Standard Specification 640-75-B-JW (Revised).

EXEMPTION

Agencies which have minimal staff and budget may request exemption from this contract for inability to purchase a minimum order. Exemption Status shall be requested and justified in writing to the Office of State Procurement. The request should include information such as bid number, storage space available, historical data on purchasing these items for the previous year and how the agency intends to purchase these items if granted an exemption. An agency may be granted exemption for one or more of its multiple locations. Exemption period will be date of exemption until end of this contract period. An exemption granted by the Office of State Procurement will be made in writing or the request by agency maybe used as an exemption; signed off by the buyer as approval and a copy forwarded back to the agency. Exemption approval must be granted for any contract extensions.

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AUTHORIZATION FOR SHIPMENT

Purchase order from the using agency will authorize shipment.

ORDERING DATA

Agencies shall include the State Contract Number on each purchase order in addition to other necessary ordering information.

Agencies shall order from the contractor for the zone to which delivery will be made. The delivery point shall determine the appropriate contractor. Successful bidders must honor all purchase orders postmarked on or before the expiration date of this Contract.

SAMPLES

If requested by the Office of State Procurement, bidder shall submit samples of certain items bid within (5) five calendar days after notification. Full packages or rolls properly identified will be required.

STORAGE

The ordering agency is responsible for storage if contractor delivers within the time required and agency cannot accept delivery.

ZONE BIDDING

Contractors may bid on one, two, three, four, or all five zones as shown on the attached map. Space is provided on the bid document for bidders to quote a price for each zone.

COMPLAINT PROCESS

Any problems concerning this contract, while in effect, may be sent to:

Curtis Gatewood  
Office of State Procurement  
P.O. Box 2940  
Little Rock, AR 72203

DESCRIPTIVE LITERATURE

Bidder should include descriptive literature and complete packaging information on each item bid. **FAILURE TO SUBMIT THIS INFORMATION MAY BE CAUSE FOR REJECTION OF BID.**

ESCALATION CLAUSE:

Quoted prices must remain firm for a period of one-hundred and eighty (180) days after award of the contract. Thereafter, the contractor may request a price adjustment one (1) time in the period remaining on the contract provided the contractor submits a letter from the manufacturer certifying the increased cost. Only the increased percentage will be granted and will become effective ten(10)

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working days from date received by the Office of State Procurement. In the event of a general price schedule decrease, the State shall be guaranteed full benefit at the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

METHOD OF AWARD

PRODUCTS BID MUST MEET EPA MINIMUM GUIDELINES TO BE CONSIDERED FOR AWARD. All items will be awarded on an all or none basis for each zone. Bids will be computed by multiplying the case price times the estimated quantity. Because manufacturer's standard packaging may differ, prices will be computed on the lowest price per unit. For example paper towels will be figured on price per towel. Bids with major packaging differences from those stated on the Invitation for Bid may not be considered for award. Quantity discounts will not be a factor in making award.

EXTENSION

Any contract awarded from the offering of these specifications will be subject to extension . Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. Two(2)extensions will be allowed under this contract The price change clause will remain in effect for any extension periods. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested.

SUMMARY OF ORDERS

The successful bidder is required to submit a report of total contract sales, by dollar volume, by item, and by each zone. This report shall be sent to the Office of State Procurement no later than **sixty (60) days prior to** expiration of contract.

Curtis Gatewood  
Office of State Procurement  
P.O. Box 2940  
Little Rock, AR 72203

Failure to comply with these requirements may be deemed as non-compliance with the provisions of the contract and may be grounds for exclusion of that contractor from participation in the next contract period.

RECYCLED PAPER CONTRACTS

ALL PAPER INVOLVED IN THIS CONTRACT MUST BE IN ACCORDANCE WITH THE MOST CURRENT U.S. ENVIRONMENTAL PROTECTION AGENCY(EPA) GUIDELINES. IN MAY, 1995, THE EPA ISSUED THE RECOVERED MATERIALS ADVISORY NOTICE (RMAN), WHICH STIPULATES CERTAIN LEVELS OF RECYCLED CONTENT FOR CERTAIN

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PAPERS INCLUDING PAPER TOWELS AND BATHROOM TISSUE. IN JUNE, 1998, THE EPA UPDATED THE GUIDELINES IN PAPER PRODUCTS – RMAN II, WHICH INCORPORATES ALL CURRENT REQUIREMENTS FOR RECYCLED CONTENT PAPERS. THE FOLLOWING REQUIREMENTS ARE AS FOLLOWS: BATHROOM TISSUE: 20-100 % RECYCLED CONTENT AND 20-60% POST CONSUMER WASTE CONTENT. PAPER TOWELS: 40-100% RECYCLED CONTENT AND 40-60% POST CONSUMER WASTE CONTENT. ALL RECYCLED PAPER MUST BE MANUFACTURED IN THE U.S. AND BE MANUFACTURED FROM WASTE PAPER GENERATED IN THE U.S. NO IMPORTED WASTE PAPER OR IMPORTED RECYCLED PAPER WILL BE ALLOWED ON THIS CONTRACT. SHOULD THE RESULT OF ANY TEST OR INSPECTION BY AUTHORIZED STATE REPRESENTATIVES INDICATE THAT THE MATERIAL FAILED TO MEET REQUIREMENTS, THE MATERIAL SHALL BE REJECTED AND IMMEDIATELY REPLACED BY THE CONTRACTOR. IF THE CONTRACTOR IS UNABLE TO HONOR THE CONTRACT BY MATERIAL REPLACEMENT, THE STATE IS AUTHORIZED TO ACQUIRE QUALIFIED REPLACEMENT MATERIAL FROM AN ALTERNATE SOURCE AND CHARGE THE DEFAULTING CONTRACTOR ANY RESULTING DIFFERENCE.

It is agreed that representatives of the Office of State Procurement shall have access to the mill and purchase-production records at any time during working hours for the purpose of certifying the actual percentage and use of recycled materials in the above paper(s) furnished to the State of Arkansas or other lawfully participating parties.

SPECIFICATIONS-ZONES 1,2,3, AND 5-UNISOURCE WORLDWIDE

I. **Bathroom Tissue:** White, **1-ply**, 4 1/2" x 4 1/2" sheet size, 1000 sheet/roll, industrial type, 96 roll case Wrapped - **bleached**.

BRAND BID & NO. CASCADE #G-74059 QTY/CS 96 RLS

II Bathroom **Tissue:** White, **2-ply**, 4 1/2" x 4 1/2" sheet size, 500 sheet/roll, industrial type, facial grade, 96 roll case - Wrapped - **bleached**.

BRAND BID & NO. CASCADE #G-74060 QTY/CS 96 RLS

III Bathroom Tissue: **white, 2 ply, 3.7"x 1000', 3.25" or 3.3" diameter core, 9" outside diameter, 12 rolls per case.**

BRAND BID & NO. CASCADE #G-74037 ROLL/SHEET SIZE 3.74" X 1000'  
ROLLS/CS 12

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(Specifications No. 640-75-B-JW Revised June 30, 1996): Paper Towels

IV. **Paper Towels: Single fold**; Minimum size of the shorter side of the unfolded towel is **9 1/8"**; minimum **94 sq. in.** per towel; approx. 250 towels/pkg; **minimum of 4000 towels/case; Kraft (Brown).**

BRAND BID & NO. CASCADE #2-101750 QTY/PKG 250  
QTY/CS 4000

V. **Paper Towels: C-Fold**; Minimum size of the shorter side of the unfolded towel is **10 1/8"**; minimum **130 sq. in.** per towel; approx. 150 towels/pkg; **minimum of 2400 towels/case; White, bleached**

BRAND BID & NO. CASCADE #2-101764 QTY/PKG 150  
QTY/CS 2400

VI. **Paper Towels: Multifold**; Minimum size of the shorter side of the unfolded towel is **9 1/8"**; minimum **85 sq. in.** per towel; approx. 250 towels/pkg; **minimum of 4000 towels/case; White, bleached.**

BRAND BID & NO. CASCADE #2-101759 QTY/PKG 250  
QTY/CS 4000

VII. **Paper Towels: Multifold**; Minimum size of the shorter side of the unfolded towel is **9 1/8"**; minimum **85 sq. in.** per towel; approx. 250 towels/pkg; **minimum of 4000 towels/case; Kraft (Brown).**

BRAND BID & NO. CASCADE #2-101751 QTY/PKG 250  
QTY/CS 4000

VIII. **Paper Towels: Perforated, Roll**; **Minimum of 84 towels/roll**; minimum size of the shorter side of the towel is **8 3/4"**; minimum **94 sq. in.** per towels; approx. 30 rolls per case, **Bleached - White.**

BRAND BID & NO **NO AWARD**

IX. **Paper Towels: Non-perforated, Roll**; Minimum width of **7 3/4"**; **minimum 350 lineal feet per roll**; approx. 12 rolls/case - **White, bleached**

BRANDBID&NO. CASCADE #G-1765 FT/ROLL 350 ROLL/CS 12

X. **Paper Towels: Non-perforated, Roll**; Minimum width of **7 3/4"**; minimum



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350 lineal feet per roll, approx. 12 rolls/case - **Kraft (Brown)**.

BRANDBID&NO.CASCADE #G-1757 FT/ROLL 350 ROLL/CS 12

SPECIFICATIONS-ZONE 4 – AMERICAN PAPER AND TWINE

I. **Bathroom Tissue:** White, **1-ply**, 4 1/2" x 4 1/2" sheet size, 1000 sheet/roll, industrial type, 96 roll case Wrapped - **bleached**.

BRAND BID & NO. CASCADE #G-74059 QTY/CS 96 RLS

II Bathroom **Tissue:** White, **2-ply**, 4 1/2" x 4 1/2" sheet size, 500 sheet/roll, industrial type, facial grade, 96 roll case - Wrapped - **bleached**.

BRAND BID & NO. VON DREHLE #6022 QTY/CS 96 RLS

III Bathroom Tissue: **white, 2 ply, 3.7"x 1000', 3.25" or 3.3" diameter core, 9" outside diameter, 12 rolls per case.**

BRAND BID & NO. VON DREHLE #1209 ROLL/SHEET SIZE 3.6 X 1000'  
ROLLS/CS 12

(Specifications No. 640-75-B-JW Revised June 30, 1996): Paper Towels

IV. **Paper Towels: Single fold**; Minimum size of the shorter side of the unfolded towel is **9 1/8"**; minimum **94 sq. in.** per towel; approx. 250 towels/pkg; **minimum of 4000 towels/case; Kraft (Brown)**.

BRAND BID & NO. GEORGIA PACIFIC#235-04 QTY/PKG 250  
QTY/CS 4000

V. **Paper Towels: C-Fold**; Minimum size of the shorter side of the unfolded towel is **10 1/8"**; minimum **130 sq. in.** per towel; approx. 150 towels/pkg; **minimum of 2400 towels/case; White, bleached**

BRAND BID & NO. CASCADE #2-101764 QTY/PKG 150  
QTY/CS 2400

VI. **Paper Towels: Multifold**; Minimum size of the shorter side of the unfolded towel is **9 1/8"**; minimum **85 sq. in.** per towel; approx. 250 towels/pkg; **minimum of 4000 towels/case; White, bleached.**

BRAND BID & NO. GEORGIA PACIFIC #245-90 QTY/PKG 250  
QTY/CS 4000

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**VII.Paper Towels: Multifold;** Minimum size of the shorter side of the unfolded towel is **9 1/8"**, minimum **85 sq. in.** per towel; approx.250 towels/pkg; **minimum of 4000 towels/case; Kraft (Brown).**

BRAND BID & NO. GEORGIA PACIFIC #233-04 QTY/PKG 250  
QTY/CS 4000

**VIII.Paper Towels: Perforated, Roll; Minimum of 84 towels/roll;** minimum size of the shorter side of the towel is **8 3/4"**; minimum **94 sq. in.** per towels; approx. 30 rolls per case, **Bleached - White.**

BRAND BID & NO NO AWARD

**IX.Paper Towels: Non-perforated, Roll;** Minimum width of **7 3/4"**; **minimum 350 lineal feet per roll;** approx. 12 rolls/case - **White, bleached**

BRANDBID&NO. CASCADE #G-1765 FT/ROLL 350 ROLL/CS 12

**X.Paper Towels: Non-perforated,Roll;** Minimum width of **7 3/4"**; minimum 350 lineal feet per roll, approx. 12 rolls/case - **Kraft (Brown).**

BRANDBID&NO.CASCADE #G-1757 FT/ROLL 350 ROLL/CS 12

## ZONE 1-UNISOURCE

SECTION	ESTIMATED ITEM	QUANTITY	UNIT PRICE
I	1.	408 cs. (1 ply)	\$ <u>28.12</u> /cs
II	2.	1130 cs. (2 ply)	\$ <u>24.92</u> /cs
III	3.	*1000 cs.(NEW)	\$ <u>17.23</u> /cs
IV	4.	1180 cs	\$ <u>9.58</u> /cs
V	5.	493 cs.	\$ <u>10.60</u> /cs
VI	6.	1405 cs.	\$ <u>11.55</u> /cs
VII	7.	1200 cs.	\$ <u>9.58</u> /cs

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VIII	8.	410 cs.	\$ <u>NO AWARD</u>
IX	9.	380 cs.	\$ <u>13.68</u> /cs
X	10.	620cs.	\$ <u>10.86</u> /cs

**Items #1 - 10 will be awarded all or none - Zone 1**

**Items #1 - 10 All or none Grand Total \$ 113,048.11**

\*THIS QUANTITY IS A ROUGH ESTIMATE. THIS HAS NEVER BEEN ON STATE CONTRACT; THEREFORE NO HISTORY ON USAGE EXIST.

NOTE:THE ABOVE QUANTITIES REFLECT THE PERIOD OF JUNE 1,2002-FEBRUARY 28,2003-APPROXIMATELY 9 MONTHS USAGE.

## ZONE 2-UNISOURCE

SECTION	ESTIMATED ITEM	QUANTITY	UNIT PRICE
I	11.	1122 cs. (1 ply)	\$ <u>28.12</u> /cs
II	12.	650 cs. (2 ply)	\$ <u>24.92</u> /cs
III	13.	*1000 cs. (NEW)	\$ <u>17.23</u> /cs
IV	14.	1475 cs.	\$ <u>9.58</u> /cs
V	15.	334 cs.	\$ <u>10.60</u> /cs
VI	16.	208 cs.	\$ <u>11.55</u> /cs
VII	17.	1809 cs.	\$ <u>9.58</u> /cs
VIII	18.	228 cs.	\$ <u>NO AWARD</u>
IX	19.	209cs.	\$ <u>13.68</u> /cs
X	20.	1127 cs.	\$ <u>10.86</u> /cs

**Items #11 - 20 will be awarded all or none - Zone 2**

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**Items #11 - 20 All or none Grand Total \$ 117,480.50**

\*THIS QUANTITY IS A ROUGH ESTIMATE. THIS HAS NEVER BEEN ON STATE CONTRACT; THEREFORE NO HISTORY ON USAGE EXIST.

NOTE:THE ABOVE QUANTITIES REFLECT THE PERIOD OF JUNE 1,2002-FEBRUARY 28,2003-approximately 9 months usage.

## ZONE 3-UNISOURCE

SECTION	ESTIMATED ITEM	QUANTITY	UNIT PRICE
I	21.	317 cs. (1 ply)	<u>\$28.12/cs</u>
II	22.	650 cs. (2 ply)	<u>\$24.92/cs</u>
III	23.	*750 cs. (NEW)	<u>\$17.23/cs</u>
IV	24.	375 cs.	<u>\$9.58/cs</u>
V	25.	174 cs.	<u>\$10.60/cs</u>
VI	26.	208 cs.	<u>\$11.55/cs</u>
VII	27.	449 cs.	<u>\$9.58/cs</u>
VIII	28.	208 cs.	<u>\$NO AWARD</u>
IX	29.	209 cs.	<u>\$13.68/cs</u>
X	30.	367 cs.	<u>\$10.86/cs</u>

\*THIS QUANTITY IS A ROUGH ESTIMATE. THIS HAS NEVER BEEN ON STATE CONTRACT; THEREFORE NO HISTORY ON USAGE EXIST.

**Items #21 - 30 will be awarded all or none - Zone 3****Items #21 - 30 All or none Grand Total \$ 57,020.00**

NOTE:THE ABOVE QUANTITIES REFLECT THE PERIOD OF JUNE 1,2002-FEB. 28,2003, approximately 9 months usage.

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## ZONE 4-AMERICAN PAPER &amp; TWINE

SECTION	ESTIMATED ITEM	QUANTITY	UNIT PRICE
I	31.	7371 cs. (1 ply)	<u>\$28.62/cs</u>
II	32.	146 cs. (2 ply)	<u>\$25.16/cs</u>
III	33.	*1000 cs. (NEW)	<u>\$16.86/cs</u>
IV	34.	4350 cs.	<u>\$9.72/cs</u>
V	35.	150 cs.	<u>\$10.80/cs</u>
VI	36.	110 cs.	<u>\$12.11/cs</u>
VII	37.	435 cs.	<u>\$9.72/cs</u>
VIII	38.	3587 cs	<u>\$NO AWARD</u>
IX	39.	130 cs.	<u>\$13.93/cs</u>
X	40.	10 cs.	<u>\$11.07/cs</u>

**Items #31 - 40 will be awarded all or none - Zone 4****Items #31 - 40 All or none Grand Total \$ 282,875.28**

\*THIS QUANTITY IS A ROUGH ESTIMATE. THIS HAS NEVER BEEN ON STATE CONTRACT; THEREFORE NO HISTORY ON USAGE EXIST.

NOTE:THE ABOVE QUANTITIES REFLECT THE PERIOD OF MAY 1, 2002-FEBRUARY 28,2003, approximately 10 months usage.

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## ZONE 5-UNISOURCE

SECTION	ESTIMATED ITEM	QUANTITY	UNIT PRICE
I	41.	317 cs. (1 ply)	\$ <u>28.12</u> /cs
II	42.	650 cs. (2 ply)	\$ <u>24.92</u> /cs
III	43.	*750 cs.(NEW)	\$ <u>17.23</u> /cs
IV	44.	375 cs.	\$ <u>9.58</u> /cs
V	45.	174 cs	\$ <u>10.60</u> /cs
VI	46.	208 cs.	\$ <u>11.55</u> /cs
VII	47.	449 cs.	\$ <u>9.58</u> /cs
VIII	48.	229 cs.	\$ <u>NO AWARD</u>
IX	49.	209 cs.	\$ <u>13.68</u> /cs
X	50.	367 cs.	\$ <u>10.86</u> /cs

**Items #41 - 50 will be awarded all or none - Zone 5**

**Items #41 - 50 All or none Grand Total \$ 57,020.00**

\*THIS QUANTITY IS A ROUGH ESTIMATE. THIS HAS NEVER BEEN ON STATE CONTRACT; THEREFORE NO HISTORY ON USAGE EXIST.

NOTE:THE ABOVE QUANTITIES REFLECT THE PERIOD OF JUNE 1,2002-FEB.28,2003, approximately 9 months usage.

## TERM AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.

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3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

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10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
17. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in



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normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.
20. DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.